

**AGREEMENT  
BETWEEN  
TOWNSHIP OF EWING  
and  
ROAD AND RECREATION  
AFSCME LOCAL 2472  
JULY 1, 2010 - JUNE 30, 2012**

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AGREEMENT is made and entered into this day of November, 2010, effective July 1, 2010, by and between the TOWNSHIP OF EWING, whose address is 2 Jake Garzio Drive, Ewing, New Jersey 08628, hereinafter referred to as the "Employer" or the "Township", and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Local 2472, Council No. 73, 2653A Whitehorse Hamilton Square Road, Hamilton, NJ 08690, Public Works Road and Recreation Division, hereinafter called the "Union".

#### WITNESSETH

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

### ARTICLE I

#### SECTION 1.01

**RECOGNITION:** The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

#### SECTION 1.02

**NO STRIKE CLAUSE:** It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation, distribution or delivery of services and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

#### SECTION 1.03

##### **DUES AND DEDUCTIONS:**

(A) Upon receipt of a lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by

the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee shall be eligible to withdraw such authorization only as of July 1<sup>st</sup> of each year provided notice of withdrawal is filed timely between June 15th and June 25th with the payroll clerk.

(B) The Employer agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues, a representation fee equal to eighty-five (85%) percent of Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

(1) If, during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1<sup>st</sup>) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year a union member directs the Employer to cease union dues deductions in a manner appropriate under the terms of this Agreement the Employer shall commence deduction of the representation fee with the first (1<sup>st</sup>) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner, and in the same time as Union dues.

(2) The Union shall indemnify, defend and save harmless, the Township against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this ARTICLE I.

(3) Further, in consideration for the Township's action in implementing Agency Shop, (P.L. 1979, c 477) the Union shall reimburse the Township for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township that shall arise out of any of said check-off deductions.

(4) The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

## **SECTION 1.04**

**SAFE HARMLESS CLAUSE:** The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

## **SECTION 1.05**

**UNION REPRESENTATIVES:** Representatives of the Union, who are not employees of the Township, shall be admitted on the premises of the Employer for Union business solely and by the International Representative presenting himself or herself to the present head of the Division or his/ her designee prior to the discussion of Union business.

The Township agrees to recognize a shop steward selected by the Union. A steward shall be granted a reasonable amount of time during his or her working hours, without loss of pay, to interview an employee's immediate supervisor.

The Union President shall be granted a reasonable amount of time during his or her regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union officer shall leave his or her work without first obtaining the permission of his or her immediate supervisor, which permission shall not be unreasonably withheld.

## **SECTION 1.06**

**EQUAL TREATMENT AND NONDISCRIMINATION:** The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, sexual orientation, age, nationality, race, religion, political affiliation, physical handicap, marital status, Union membership, Union activities or any other protected reason under law.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## **ARTICLE II**

### **SECTION 2.01**

**MANAGEMENT RIGHTS:** It is recognized that the management of the Township, its control of its property and the maintenance of order and efficiency is solely the responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, design, engineering and the control of equipment and materials, purchase services of other, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

## **ARTICLE III** **SENIORITY AND LAYOFFS**

### **SECTION 3.01**

#### **DEFINITION OF SENIORITY**

**TOWNSHIP SENIORITY:** Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her latest date of hire.

**DIVISIONAL SENIORITY:** Divisional Seniority is defined as an employee's continuous length of service in a Division of the Township beginning with the employee's latest date of hire.

### **SECTION 3.02**

#### **SENIORITY**

A. In all applications of seniority under this contract where ability to perform work and physical fitness are equal as determined by the Township, total Township Seniority shall be given preference regarding layoffs, promotions, demotions, sick leave, vacation leave and recall.

B. Divisional Seniority shall be given preference for overtime, temporary upgrades and work shifts.

C. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

D. The Township shall promptly advise the appropriate Union representative of any change, which necessitates amendments to the seniority list.

### **SECTION 3.03**

**LOSS OF SENIORITY:** Continuous service for seniority purposes shall be broken for any of the following reasons:

A. Discharge for just cause.

B. Voluntarily quitting employment.

C. Failure to report as required following the expiration of an approved leave of absence unless the employee has a justifiable reason for his or her inability to report.

D. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

## **SECTION 3.04**

### **PROBATIONARY EMPLOYEES:**

A. Newly hired employees shall be considered probationary employees for the first ninety (90) day period. Such employees may, during the probationary period, be terminated at any time and for any reason without any recourse whatsoever.

B. Upon completion of the probationary period, an employee's seniority shall be his or her date of commencement of employment, including the probationary period, for purposes of benefits.

## **SECTION 3.05**

**LAYOFF:** Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.

## **ARTICLE IV** **LEAVE OF ABSENCE**

### **SECTION 4.01**

A. **PAID SICK LEAVE:** Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year pro-rated from the employee's anniversary date through the end of that calendar year.

B. Sick days are credited to all permanent employees in advance on January 1st of each year after the first full year of employment. However, these days are credited anticipating the employee will work the full twelve (12) months during the year. If not, then the sick days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

C. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. If any employee is absent for reasons that entitled him/her to sick leave, his/ her supervisor or its designee shall be notified prior to the employee's starting time or in conformance with department regulations as may be adopted from time to time.

E. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including removal.

F. Sick time shall not be used in conjunction with vacation or personal days.

G. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave and/or leave of absence under an approved Federal and State Family Medical Leave Act, (FMLA).

H. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

I. A permanent employee will be permitted to use his or her sick leave for emergencies incurred by members of their immediate family in accordance with the New Jersey Civil Service definition of immediate family and in accordance to the State and Federal regulations under the Family Medical Leave Act, (FMLA).

J. To the extent that N.J.S.A. 11A:6-5 is amended to revise the use of sick time by employees hired after the effective date of such amendment, said new employees shall be bound by such amendments.

## **SECTION 4.02**

### **BEREAVEMENT LEAVE:**

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, and other relatives who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial inclusive not to exceed five (5) working days. The employee will be paid his or her daily rate of regular pay for any such days of excused absence, which occur during his or her normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's grandparents, brother-in-law, sister-in-law, aunt, or uncle, the employee will be excused for the day of the funeral/burial with pay if he or she is scheduled to work.

C. It is intended that the above payment be made only for the period that the employee would actually have been working or be entitled to receive holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be.

D. Employees will be required to submit proof of death for the purpose of receiving payment under this Section 4.02.

## **SECTION 4.03**

### **OCCUPATIONAL INJURY:**

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of

salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of One-Hundred Thirty Five (135) working days from the date of injury.

In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned One-Hundred Thirty Five (135) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township. Said tender of draft to the Township of Ewing will be reimbursement of the Township to be applied toward payment of the injured employee's full salary during the course of the aforementioned leave. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the leave period.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### **SECTION 4.04**

**UNION BUSINESS:** The bargaining unit is granted an aggregate of nine (9) days per year with pay for Union business solely. Union business shall include education seminars, union sanction meetings or union convention, not to exceed two (2) representatives at any one time and each representative will be charged one union day. The Union is to give prior notice to the Division head of which individual will be attending and certify the dates and location of union business.

#### **SECTION 4.05**

**MILITARY LEAVE:** Leave for military purpose shall be granted to the Employee in accordance with the New Jersey Civil Service regulations and/or New Jersey Statutes.

#### **SECTION 4.06**

**JURY DUTY:** In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, the employee must report for work. All requests for jury duty leave must be filed with the Department head prior to leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he or she is to return to work immediately after the lunch period.

## **SECTION 4.07**

### **NON-PAID LEAVE OF ABSENCE**

A. The Township will grant a leave of absence, without pay, to one (1) employee to accept full time Union employment for a period of one (1) year. The employee may request an additional six (6) months extension subject to the approval of the Mayor. Sixty (60) days notice shall be given to the Township by any employee requesting such a leave.

B. Leave of absence without pay shall be at the discretion of the Township.

C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave or under the Family Medical Leave Act.

## **ARTICLE V**

### **SECTION 5.01**

**GRIEVANCE PROCEDURE:** Any grievance or dispute, which may arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

**STEP 1:** The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

**STEP 2:** If the grievance has not been settled, it shall be presented in writing to the Division Head within five (5) days after the supervisor's response is due. The Division Head shall respond to the steward in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by a Union officer, steward, the local union president or his or her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local Union officer, steward, the local union president or his or her designee will result in no loss of pay.

**STEP 3:** If the grievance still remains not settled, it shall be presented to the Department Head in writing within seven (7) days after the response of the Division Head is due. The Department Head will hold a hearing within ten (10) days of receipt of presentation of the grievance to him or her. The Department Head shall respond in writing within seven (7) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his or her designee, and representative of the AFSCME Council. Time lost from work to process grievance, and such discussions

or meetings by the grievant, steward and local president or his or her designee will result in no loss of pay.

**STEP 4:** If the grievance still remains not settled, it shall be presented to the Business Administrator, in writing, within seven (7) days after the response of the Department Head is due. The Business Administrator shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

**STEP 5:** If the grievance still remains not settled, is shall be presented to the Mayor, in writing, within seven (7) days after the response of the Business Administrator is due. The Mayor shall respond within thirty (30) days. If the grievance is not presented, in writing, in accordance with this stipulation, within seven (7) days, it shall be deemed abandoned.

**STEP 6:** If the grievance still remains not settled, the Union may, within fifteen (15) days after the reply of the Mayor is due, by written notice to the Mayor, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter by arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his or her decision within thirty (30) days after conclusion of testimony and argument and upon his or her closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

Notwithstanding the provisions above, grievances or disputes arising out of the meaning, application and interpretation of the provisions of this Agreement may be submitted to binding arbitration. The aforesaid rules of procedure for nonbinding arbitration shall apply.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his or her case under Civil Service Rules and Regulations or arbitration, but not both. It is not intended to change, modify, or alter in any fashion Civil Service rules and regulations, but in effect only to give additional alternative remedy to an employee.

**ARTICLE VI**  
**HOURS OF WORK**

**SECTION 6.01**

**WORK WEEK:** The work week shall consist of five (5) consecutive eight (8) hour days.

**SECTION 6.02**

**WORK SCHEDULE:** Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on the Department bulletin board at all times. Except for emergency situations, work schedules shall not be changed unless the changes are discussed by the Union and the Employer.

**SECTION 6.03**

**OVERTIME:** Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

- A. Daily - All work performed in excess of eight (8) hours in any workday.
- B. Weekly - All work performed in excess of forty (40) hours.
- C. All work performed on the sixth workday as such of any workweek, provided the employee has worked a total of forty (40) hours. Sick time and vacation will be construed as days worked.
- D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.
- F. All work performed on Sunday shall be paid at the rate of double-time as such. (Employees absent due to excused sick, vacation or holiday will have this time credited as worked.) Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, public works division and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked. When an employee is required to work overtime in an emergency, or for snow removal, and has worked a minimum of four (4) hours, overtime, in addition to regular shift, then in that case the Township will make provisions for a meal allowance, not to exceed twenty dollars (\$20.00).

**SECTION 6.04**

**CALL-IN TIME:** An employee who is required and returns to work during periods other than his or her regularly scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half his or her regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he or she was called in for is completed. In the event the

employee desires to leave work when the assignment is completed he or she will then be paid straight time up to four (4) hours. If the employee decides to stay, the supervisor may provide work for the remaining time of the four (4) hours. An employee who is on vacation, sick leave, or personal day, except for emergency, will be the last to be called in when not an emergency.

When the four (4) hours call-in time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but his or her straight time pay.

## **SECTION 6.05**

**PAY SCALES OR RATES OF PAY:** The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A. attached. Any employee who performs work in a higher paid classification other than his or her own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his or her immediate supervisor for the time actually worked in higher classification.

**ASPHALT RAKER:** The parties agree that when an employee is assigned to the position of asphalt raker he/she is to receive additional compensation at the rate of sixty-five (\$.65) cents per hour when employee is assigned to the position of asphalt raker. In the event that the employee works less than four (4) hours in the position of asphalt raker, he/she will be paid sixty-five (\$.65) cents per hour up to four hours. If he/she works more than four (4) hours in the position, employee will be paid the sixty-five (\$.65) cents per hour for the full eight (8) hours.

**WELDER:** The welder, when employee performs solely welding duties outside the shop, he/she will receive additional compensation at the rate of six-five (\$.65) cents per hour. The welder shall be guaranteed four (4) hours pay at an additional sixty-five (\$.65) cents per hour when he/she performs solely welding duties outside the shop. If the welder performs solely welding duties outside the shop for more than (4) hours, employee shall be paid the sixty-five (\$.65) cents per hour for the full eight (8) hours.

**HAZARDOUS MATERIAL:** Personnel who are required to have a hazardous material license issued by the State of New Jersey shall receive sixty-five (\$.65) per hour as additional compensation while working with hazardous materials (spraying or transporting same.) In the event that the employee spends less than four (4) hours working with or transporting hazardous substances, he/she will be paid for four hours. If employee works more than four (4) hours in the position he/she will be paid the sixty-five (\$.65) cents per hour for the full eight (8) hours.

## **SECTION 6.06**

**OUTSIDE EMPLOYMENT:** An employee is permitted to have outside employment as long as it does not interfere with the employee's duties or performance.

**ARTICLE VII****SECTION 7.01****HOLIDAYS:**

A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 8. Labor Day               |
| 2. Martin Luther King's Birthday | 9. Columbus Day            |
| 3. Lincoln's Birthday            | 10. General Election Day   |
| 4. Washington's Birthday         | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Christmas Day          |
| 7. Independence Day              | 14. Day After Thanksgiving |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the proceeding Friday. In the event the Township has to change the date to comply with the State, it will be celebrated on the date that the State sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time. In the event the Township has to change the date to comply with the State, it will be celebrated on the new date that the Township sets forth.

D. In the event a holiday falls within an employee's vacation period, the holiday shall not be charged against vacation leave.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless on an excused absence and the employee must have worked at least 32 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)). If employee calls out sick the day before and/or the day after a holiday and he/she fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face additional disciplinary action.

F. Permanent employees with three (3) or more consecutive months seniority are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his or her sick leave.

H. Employees, who are on leave of absence without pay, will not be eligible for holiday pay.

ARTICLE VIIISECTION 8.01**VACATIONS:**

A. All permanent employees, full and part time and all full and part-time provisional employees, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave and/or on an approved family medical leave under the FMLA, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service.....	1 day per month
After completion of one year of continuous service.....	14 working days
After completion of 5 years of continuous service.....	17 working days
After completion of 11 year of continuous service.....	22 working days
After completion of 17 years of continuous service.....	23 working days
After completion of 19 years of continuous service.....	24 working days
After completion of 20 years of continuous service.....	25 working days
After completion of 25 years of continuous service.....	27 working days

Notwithstanding the above schedules, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year or the employee shall lose said vacation time. It also must be taken at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only, subject to (I) below.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave and/or on an approved family medical leave under guidelines of the FMLA.

H. Employees called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carryover one-half of employee's allotted vacation time into the following year, solely subject to the approval of the Business Administrator; said approval not to be unreasonably withheld. It is understood between the parties that unused vacation cannot be carried over for more than one year.

J. An employee must utilize all of his or her vacation, personal and compensatory days prior to retirement or employment termination from the Township. There will be no monetary payment for this benefit time unless the Mayor or Administrator requests the employee work through his retirement or termination date or the Mayor or Administrator determines that the employee's termination or retirement is a result of his or her disability. In the event of a voluntary termination or a disability termination, the employee's termination date will be extended to utilize the above noted benefit time.

K. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employer and will not be based on seniority.

## ARTICLE IX

### SECTION 9.01

#### **GENERAL PROVISIONS:**

A. The Employer agrees to make available a bulletin board at the Road and Recreation Division. Said bulletin board shall be used for posting the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislative or Judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective divisions prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective divisions.

## **SECTION 9.02**

**LONGEVITY -** Employees of the Township as of the effective date of this Agreement shall be paid, in addition to their salaries, a supplemental longevity pay based upon completion of the years of service as of the anniversary date of hire as listed below. Upon completion of the following years the employee shall receive the following increase in longevity listed below.

	<u>10/11 F.Y.</u>	<u>11/12 F.Y.</u>
After 5 years	\$1,725.00	\$2,125.00
After 10 years	\$1,925.00	\$2,325.00
After 15 years	\$2,125.00	\$2,525.00
After 20 years	\$2,325.00	\$2,725.00
After 25 years	\$2,725.00	\$3,125.00
After 30 years	\$3,125.00	\$3,525.00
After 35 years	\$3,525.00	\$3,925.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid beginning with the next pay period the pro-rated sums of the supplemental longevity as set forth in the above schedule herein above.

Longevity shall be paid to full time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township.

Employees hired after the effective date of this Agreement shall not be eligible for longevity pay as set forth herein.

The aforementioned supplemental longevity payments will be distributed to the employee on a prorated basis in their bi-weekly base salary payment from the Township during the course of the year. In other words the employee in each of his/her checks from the Township will receive one-twenty-sixth (1/26th) of the longevity due him/her, with the exception of overtime hours.

## **SECTION 9.03**

**CLASSIFICATION AND JOB DESCRIPTION:** The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination,

including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to in the grievance procedure commencing with Step 3 of this Agreement. The above does not include titles outside the bargaining unit.

The Union will receive from the Township Administrator a job description of the members of his or her bargaining unit and the Division Head will have additional copies of the job descriptions.

Notwithstanding anything in this contract article to the contrary, the parties shall agree that all employees that are heavy truck drivers, or any title recognized as equivalent or higher than truck drivers are required to possess a Commercial Driver's License (CDL) as well as any certification required under the member's job title.

#### **SECTION 9.04**

**SAFETY AND HEALTH:** The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with foul weather gear when necessary, tools or devices (including belts and safety vests) deemed necessary, in order to insure their safety and health. When such materials are issued, it is the employee's obligation to use them. The Employer and Union shall endeavor to designate a safety committee member from the division covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety members reasonable time to investigate safety or health complaints in their division during their working hours at no loss of pay. The employee must first obtain permission from his or her immediate supervisor and it is understood that during this investigation he or she will not interfere with work assignments of others. The Employer's safety member will accompany him or her on his or her investigation.

#### **SECTION 9.05**

**REST PERIOD:** The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the Department Head. An additional one (1) fifteen (15) minute paid rest period in the P.M. may be granted by the Department Head at his/her sole discretion.

#### **SECTION 9.06**

**LATENESS AND ABSENCE:** Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If the employee does not call in, he or she will not be paid for the period unless circumstances beyond his or her control preclude his or her call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

#### **SECTION 9.07**

**CONTRACTING WORK OUT:** The Employer shall have the right, at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which

determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass layoff of said employees covered by this Agreement.

## **SECTION 9.08**

**EMERGENCIES:** In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and are not released prior to the eight (8) hours for the regular shift and the other employees of the Township do not work that day because of the declared disaster or emergency, in that event the Bargaining Unit employees will be given a compensatory day. That compensatory day is to be taken at the discretion of the Division Head.

If the employee does not accept overtime during an emergency situation and does not have a reasonable excuse for not accepting overtime they could be subject to disciplinary action including removal.

## **ARTICLE X**

### **MEDICAL AND HOSPITAL INSURANCE BENEFITS**

## **SECTION 10.01**

**INSURANCE AND RETIREMENT BENEFITS:** The Employer will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross-Blue Shield, or a substantially comparable plan available through the State Health Benefit Plan or other substantially comparable plan, to all employees and their dependents covered under this Agreement as defined in the program. The employee and his or her dependents, (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of 90 days. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

## **SECTION 10.02**

**CO-PAY:** The Township of Ewing will provide a prescription drug provision program to all eligible unit employees and their eligible dependents. The premium for said program shall be paid by the Township of Ewing and administered by same. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$15.00 per prescription (or \$1.00 co-pay for generic prescription drugs) and further subject to specific procedural and administrative rules and regulations which are part of the program. Each employee shall be provided with an authorization and identification card.

The Employer will pay the premium for hospitalization and medical insurance coverage for a permanent employee and his/her dependents. Employees shall pay a sum equal to One and one-half percent (1.5%) of base salary, through the withholding of the contribution from the pay, salary or other compensation, for health care benefits coverage. Dependents as defined in the State of New Jersey Health Benefits program after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88 and subject to the co-pay provisions applicable to active employees as set out elsewhere in the contract are included.

### **SECTION 10.03**

**OPTICAL:** Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills. Full-time employees and each eligible dependent as defined shall be eligible for a maximum payment of \$250.00 or the cost, whichever is less, per year for the duration of this contract, of an eye examination by an Ophthalmologist or an Optometrist, and/or prescription optical lenses, per year for each family member.

### **SECTION 10.04**

**DENTAL:** Upon execution of this Agreement by all parties, the Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. The Township will pay a total maximum for dental services for the eligible employee and his/her eligible dependents in the sum of \$1,250.00 with \$100.00 deductible. The employee must submit paid receipts for all dental service incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

In the event that the employee, together with his/her eligible dependents, is enrolled in a dental plan through a third party, the employee shall be reimbursed up to \$1,250.00 (with no deductible) for the employee and each eligible dependent. The employee must submit paid receipts and complete and sign vouchers for the dental services to qualify for payment by the Township.

## **ARTICLE XI**

### **SECTION 11.01**

#### **ACCESS TO PERSONNEL FOLDER AND EVALUATIONS:**

A. An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form. Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

## ARTICLE XII

### SECTION 12.01

**PERSONAL DAYS:** Employees covered by the provisions of this Agreement, shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment (except for discipline or other than regular retirement) personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

## ARTICLE XIII

### SECTION 13.01

**MEMBERSHIP PACKETS:** The Union may supply kits or packets which contain information for distribution to new employees, including the role of the union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

## ARTICLE XIV

### SECTION 14.01

**POSTING OF JOBS:** Existing or planned job vacancies in the Division of the bargaining unit will be posted in all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting will be given to the Union President.

## ARTICLE XV

### SECTION 15.01

**WORK UNIFORMS:** All employees are required to wear uniforms to work. The uniforms have been selected by management with input and consultation with the Union. Each permanent and provisional (not temporary, seasonal or interim) employee shall receive an annual clothing allowance of \$600.00. Payment of the uniform allowance shall be no later than July 31 of each contract year. Employees are responsible for the purchase and maintenance of uniforms out of the

clothing allowance provided herein. If an employee is not in proper uniform, he or she may be sent home and subject to progressive discipline.

The Township of Ewing will continue to provide safety shoes to those employees who are entitled to same and the maximum annual payment will be \$150.00 each year for one pair provided, however, that an additional pair(s) is/are reimbursable up to \$150 subject to the approval of the Division Head.

In the event that the Employer changes the uniform provided for herein, the Employer shall pay and/or provide for the first set of clothing required of each employee. A set of clothing shall be defined as five (5) t-shirts, five (5) long sleeve t-shirts, three (3) sweatshirts, two (2) hooded sweatshirts, rain gear and one (1) cold weather coat.

The Employer shall purchase all rain gear and cold weather coats and replace same, if damaged by work-related conditions.

## ARTICLE XVI

### SECTION 16.01

**RETIREMENT· UNUSED SICK PAY:** Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS, and have to his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed Fifteen Thousand (\$15,000.00) dollars. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement, provided however, that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

With regard to an Employee who dies, if any permanent Employee of the unit shall die and have to his or her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be computed at the rate of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed Fifteen Thousand (\$15,000.00) dollars for a death during the duration of this contract, to be paid to the estate not later than eight (8) months after the death of the Employee.

**ARTICLE XVII****SECTION 17.01**

**WAGES:** The hourly rate for employees covered by this Agreement shall be set forth in Appendix A attached hereto and made a part hereof. Any employee who receives additional wages above what is called for in the contract under wages, longevity, overtime will be subject to pay adjustment and shall be mandated to repay the Township overcompensation through a mutually agreed upon plan not to exceed six (6) months time frame for payback.

**ARTICLE XVIII****SECTION 18.01**

**TERM OF CONTRACT:** This Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect until midnight of June 30, 2012. Negotiations concerning any renewal of this Agreement shall commence on March 31, 2012 by and between the parties hereto by notice from one to the other.

**ARTICLE XIX****SECTION 19.01**

**SEPARABILITY AND SAVINGS:** If any of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XX****SECTION 20.01**

**FULLY BARGAINED:** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**RECREATION DIVISION TREE CREW WAGES**

<b><u>Title</u></b>	<b><u>FY2010/2011 (1%)</u></b>	<b><u>FY2011/2012 (1.5%)</u></b>
Sr. Tree Climber	\$32.384 per hour	\$32.870 per hour
Tree Climber	\$27.483 per hour	\$27.895 per hour
Sr. Tree Trimmer	\$26.507 per hour	\$26.905 per hour
Tree Trimmer	\$25.461 per hour	\$25.843 per hour

**RECREATION DIVISION BUILDING & GROUNDS WAGES**

<b><u>Title</u></b>	<b><u>FY2010/2011 (1%)</u></b>	<b><u>FY2011/2012 (1.5%)</u></b>
Senior Mason	\$32.384 per hour	\$32.870 per hour
Mason	\$29.773 per hour	\$30.220 per hour
Equipment Operator	\$27.483 per hour	\$27.895 per hour
Heavy Truck Driver	\$26.521 per hour	\$26.919 per hour
Maintenance Repairer	\$26.025 per hour	\$26.415 per hour
Heavy Laborer	\$25.535 per hour	\$25.918 per hour
Laborer	\$17.345 per hour	\$17.606 per hour